

SAMPLE ALTERNATIVE DISCIPLINE AGREEMENT #1

I, [insert name], voluntarily elect to accept alternative discipline for the misconduct described below.

DESCRIPTION OF MISCONDUCT:

[Insert description, e.g., I was absent without leave for the first five workdays (40 hours) of DATE.]

I willingly admit to the misconduct described above. I fully understand that management would have [issued an Official Reprimand OR proposed a (NO.of DAYS)-day suspension without pay] had I not elected to enter into this agreement.

I am committed to improving my future conduct as follows:

[Insert narrative, e.g., I will not be absent without leave in the future and will follow the applicable procedures in requesting approval for any additional absences.]

I understand that, should further misconduct occur, this alternative discipline agreement will constitute a prior disciplinary action [i.e., an Official Reprimand or a _ -day suspension without pay] that may be considered, without having been previously reviewed by a higher authority, in a future disciplinary action.

I understand that (1) this agreement will not be made a part of my Official Personnel Folder but will be maintained in the disciplinary action case file in the Servicing Personnel Office for NUMBER years, (2) there will not be any SF-50 implementing this agreement; and (3) no loss of pay will occur [put (3) in when this agreement is in lieu of a suspension].

I hereby waive any and all rights to contest this agreement, including those under a grievance or discrimination complaint procedure. However, I retain the right to contest any violation of this agreement by management and any future disciplinary action taken against me.

I freely and voluntarily agree to these conditions. I have had ample time (__ work days) to consider the conditions and to seek advice, and I fully understand that I could have declined this alternative discipline agreement and that my supervisor could have then proceeded with traditional disciplinary procedures.

I have been advised that, if I believe my misconduct is in any way due to a problem of a personal nature, I may take advantage of the confidential counseling services of the Employee Assistance Program.

The conditions of this agreement are agreed to between the parties as indicated by their signatures below:

Employee	_____
Date	_____
Supervisor	_____
Date	_____

ALTERNATIVE DISCIPLINE AGREEMENT #2

1. The parties to this agreement are the AGENCY NAME (Agency), by and through its undersigned representative; NAME, (the Employee), JOB TITLE; and, the Representative of the Employee, if any.
2. This agreement is entered into as an alternative to the Employee's disciplinary action based on the Employee's misconduct.
3. STATEMENT OF EVENTS LEADING UP TO THE ACTION
4. The Employee's conduct as specified above is a misuse of the Employee's position in that the person involved NAME only knew the Employee through the Employee's employment with the AGENCY NAME and that she may have believed that going out with the Employee socially could advance her company's interest in the AGENCY EVENT or that her refusal to go out with the Employee socially could harm her company's interest in the AGENCY EVENT. The Employee admitted in his interview on DATE that he had asked her out socially and that he believed that his conduct in asking her out socially was inappropriate.
5. Charge: Abuse of Position, Specifications: STATE FACTS
6. Because of the Employee's misconduct, he had to be permanently replaced as leader of AGENCY EVENT and removed from any involvement in the AGENCY EVENT. This caused an unnecessary waste of AGENCY NAME resources and the commitment of time by other employees away from their assignments.
7. However, the parties to this agreement have agreed to the following as an alternative to the issuance of a fourteen (14) day suspension to the Employee:
 - a. The Employee agrees that the facts stated above are true and accurate.
 - b. The Employee further agrees that the misconduct cited above warrants a fourteen (14) day suspension to be taken and that taking such disciplinary action would promote the efficiency of the service.
 - c. Based on the Employee's satisfactory service and his remorse over committing the misconduct giving rise to this agreement, the Agency agrees to hold in abeyance its proposal and decision to suspend the Employee for fourteen (14) days for the misconduct cited above so long as the following conditions are met by the Employee:
 - i. The Employee agrees that there will be no contact between himself and any party to an Agency proceeding other than in the routine conduct of an AGENCY EVENT or other Agency assignment pursuant to his official AGENCY NAME duties unless specifically approved by his immediate supervisor or Office Director when applicable .
 - ii. The Employee fully complies with any laws, rules, regulations, instructions or directions applicable to him as an official AGENCY NAME employee.
 - iii. The Employee follows the work related instructions of his superiors within the Agency line of authority consistent with the regular duties and responsibilities of his position.
 - iv. The Employee agrees to participate in a sexual harassment prevention training program as determined by the Agency.
 - v. Failure by the Employee to comply with the conditions stated in this agreement will invoke section 7.d. of this agreement.
 - d. The Employee agrees that the fourteen (14) day suspension held in abeyance by this agreement will become effective immediately upon a violation of the terms of this agreement and that a further disciplinary action up to and including removal from his position and from Federal service may result from the conduct giving rise to such a violation.

- e. The Employee understands that this agreement does not preclude the Agency from taking a performance based action, if such an action is warranted, within the time frames of this agreement.
 - f. The Employee agrees to waive any and all rights to appeal, grieve, complain or otherwise contest actions relating to the conditions of this agreement.
 - g. The Employee understands that this agreement will be maintained in the Agency's disciplinary files indefinitely. The Employee may request that the Agency remove this agreement from its files no earlier than three (3) years from its effective date.
 - h. The Agency agrees that this agreement will not transfer to another agency with the Employee Official Personnel Folder.
 - i. The Parties understand that this agreement is not precedent setting and may not be cited for any reason, including comparison, in any other forum. However, it may be cited in subsequent disciplinary actions involving the Employee.
 - j. The Employee freely and voluntarily agrees to these conditions. He has had sufficient time to consider the conditions and to seek advice from an attorney or other representative of his choice. He fully understands that he could have elected to receive a notice of proposed suspension for fourteen (14) days, to respond to the proposed suspension, awaited a decision and grieved such a decision if adverse to him.
8. The Parties understand the terms of this agreement and willingly enter into it. The agreement becomes effective upon the date of the last signature by the Parties involved.

EMPLOYEE SIGNATURE DATE

FOR THE AGENCY DATE

EMPLOYEE'S REPRESENTATIVE DATE

or:

I waive my right to a representative in this matter.

EMPLOYEE DATE

SAMPLE LAST CHANCE AGREEMENT

In lieu of terminating his employment and for the purpose of granting (the employee) every opportunity to demonstrate his ability to be a successful employee, the following agreement is reached between (employee) and the AGENCY.

The Employee and the Agency agree to the following:

1. In lieu of terminating his appointment, (employee) will be suspended without pay for (#) work days, (insert days).
2. Appropriate Behavior - (employee) will refrain from uncooperative/inappropriate conduct in the workplace including but not limited to falsification of any requests for leave and AWOL.
3. Employee Assistance Program (EAP) - (employee) will actively participate in the Employee Assistance Program; it is the responsibility of (employee) to schedule and attend meetings with the EAP counselor on a schedule to be established by the EAP coordinator. (Employee) will call and schedule the first appointment with the EAP counselor no later than one week after all parties sign this agreement. (employee) agrees to waive his right to confidentiality regarding participation in the EAP. He agrees to sign appropriate releases to allow the EAP and any counseling/support program (see 4, below) to communicate with each other. He also agrees to sign a release allowing the EAP to communicate directly with the supervisor about his participation in the EAP program, the counseling/ support program to which he is referred, if any, and conduct on the job.
4. Counseling/Support Program -(employee) will actively participate in any counseling/support program as recommended by the EAP counselor, if any. He agrees to submit documentation to the EAP Coordinator (in the closest next session with the EAP Counselor, see 3., above) that he attended and satisfactorily participated in the counseling/ support session as required.
5. Conversion to Temporary Position - In lieu of terminating his employment, the Agency will convert (employee's) career-conditional appointment as a (position title) to a temporary position as a (position title) not to exceed (date). This conversion will be effective (date). (Employee) understands that by voluntarily requesting and accepting this temporary appointment, he will retain his entitlement to health insurance, life insurance, and retirement benefits.
6. Leave Restriction - The following restrictions are placed on your leave usage.
 - A. (employee) agrees to request and receive approval for annual leave at least 24 hours in advance by submitting an SF-71, Application for leave to his supervisor, (name). In the event that (supervisor) is not in the office when he submits the leave request, he must submit the leave request to his second line supervisor, (name).
 - B. (Employee) agrees to request and receive approval for sick leave for medical, optical, or dental appointments at least 24 hours in advance by submitting an SF-71, Application for leave to his supervisor, (name). In the event that (supervisor) is not in the office when he submits the leave request, he must submit the leave request to his second line supervisor, (name). Any request for sick leave must be accompanied by a doctor's certificate.
 - C. (Employee) agrees that the following terms and conditions will apply to any request made for emergency annual leave, sick leave, or Leave without pay (LWOP):
 - D. Any requests for emergency annual leave or sick leave must be made directly by
 - E. (employee) to (name), his supervisor. (Employee), not a family member or friend, is to call unless he is completely incapacitated. (Employee) must speak directly with (supervisor) concerning the request for emergency leave. Leaving a message with another member of the staff or on (supervisor's) voice mail is not acceptable. In the event that (employee) calls and (supervisor) is not available, he may speak with

- (second line supervisor) concerning his request for leave. Any such request for emergency leave must be called in between the hours of 8:00 a.m. and 9:00 a.m.
- F. (employee) agrees to provide sufficient documentation to support any request for emergency leave. Any such documentation must demonstrate the true emergency nature of the request for leave. For any emergency sick leave request or request for annual leave or leave without pay in lieu of emergency sick leave, the documentation will consist of a doctor's certificate which details why (employee) was incapacitated for duty. The certificate must state the exact date(s) he was unable to report for work because of his incapacitation and the date he will be able to return to work to perform the full range of her duties. For any request for emergency annual leave the documentation will be determined on a case-by-case basis. Approval of any emergency leave request is conditional until said documentation is presented to (supervisor). Any such documentation must be presented no later than 3 work days after (employee's) return to work. (Employee) agrees and understands that until sufficient documentation is presented, his absence will be treated as absence without leave (AWOL) for time and attendance purposes.
 - G. In the event that an emergency occurs during the workday which requires (employee) to leave during the work day, she must notify (supervisor), or in his absence, (second line supervisor), as far in advance as possible. Documentation for any such emergency must be provided in accordance with the provisions listed in the above paragraph.
 - H. (employee) agrees and understands that, due to his pattern of leave usage, all of his requests for leave will be carefully scrutinized before they are approved.
 - I. (employee) agrees and understands that in the event any request for leave is not approved, he will report for work or remain on duty. If he fails to report for duty or remain at work, he will be charged with absence without leave (AWOL.)
7. Notwithstanding the legitimacy of any of (employee's) requests for leave, (employee) agrees and understands the need for him to establish a regular pattern of attendance and dependability. Therefore, he agrees that he will be available to work his scheduled duty hours on a regular routine basis.
8. Cause for Immediate Termination - (employee) agrees and understands that immediate termination from his temporary position will occur for violation of any of the above provisions or for occurrence of any one of the following instances:
- A. Failure to maintain performance at an acceptable level during the length of this agreement.
 - B. A single instance of inappropriate/uncooperative conduct in the workplace, including but not limited to, falsification of any request for leave.
 - C. Any period of absence without leave (AWOL.)
 - D. A single instance of failure to follow the procedures for requesting and obtaining approval for leave as set forth in the leave restriction notification detailed in paragraph 4 above.
 - E. Failure to schedule or attend an EAP meeting according to the schedule set by the EAP counselor (see paragraph 4, above) without acceptable proof of acceptable to the EAP counselor that an emergency prevented such attendance,
 - F. Failure to schedule or attend a single session of the counseling/support program (if such program is required under paragraph 4, above) without proof acceptable to the EAP Counselor of an emergency preventing such attendance, or
 - G. Failure to provide waivers/documentation concerning the EAP/counseling programs.
9. Waiver of Rights - The employee agrees to waive any and all appeal, grievance, EEO, and unfair labor practice (ULP) rights, including but not limited to Merit Systems Protection Board, Equal Employment Opportunity Commission, Federal Labor Relations Authority, grievance/arbitration, state or Federal court, on issues which have been raised or which could have been raised in connection with the suspension action, this

agreement or any other action taken by the Agency as a result of the employee's violation of the terms of this agreement.

10. This agreement will be in effect for a period of twelve (12) months from the date of signature.
11. The parties recognize that this agreement will not affect any actions taken by the AGENCY unrelated to this agreement.
12. The employee attests that his signature below was in no way coerced by any party or by the representative of any party.
13. By entering into this agreement, the employee acknowledges that he has read and considered each of the provisions of this agreement and that he voluntarily enters into this agreement with full knowledge of the consequences.

Employee	Date
Employee Representative	Date
Agency Representative	Date

Employment Resolution Agreement

1. The Parties to this agreement are the AGENCY (the Agency) and EMPLOYEE NAME, POSITION TITLE, ORGANIZATIONAL UNIT(the employee).
2. This matter arises from the Agency's concern about certain conduct on the part of the employee resulting in a proposed fourteen day suspension on DATE.
3. This agreement constitutes the entire agreement between the Agency and the employee with respect to the matters discussed herein. There are no other agreements between the parties, express or implied, oral or written. The terms and conditions of this agreement are confidential and may only be disclosed in the context of an administrative legal or proceeding between the parties or by agency personnel on a need-to-know basis, to carry out terms of this agreement.
4. The employee agrees:
 - a. that he will complete a Standard Form 52 and take all other such actions as necessary to resign from his position on or before the signature date of this agreement.
 - b. his resignation will be effective on DATE.
 - c. by executing this agreement, his resignation from his employment with the AGENCY NAME is irrevocable.
 - d. not to seek reemployment with the Agency.
 - e. that by executing this agreement, he releases and discharges the Government, the Agency, and its employees, in both their individual and official capacities, from any and all liability, claims, or causes of action, relating to this or any other employment-related matter in progress at the time of the execution of this agreement.
 - f. that he has various administrative and judicial review rights but waives all such rights except the right to seek enforcement of the terms of this agreement in return for and consideration of this agreement. This waiver is made freely, knowingly, and without coercion.
4. In consideration for the employee's agreement as set forth in paragraph 3. above, the Agency agrees:
 - a. upon the signature date of the agreement and all subsequent times while under Agency control, to ensure that the employee's Official Personnel Folder contains no reference to this matter or to his suspension of DATE.
 - b. upon the signature date of the agreement and all subsequent times while under Agency control, to ensure that no record addressing any conduct or performance issue involving the employee's will be maintained except by the Office of the General Counsel for such purposes as are pursuant to Section 3., above.
 - c. to permit the employee to be carried on the Agency's personnel rolls in an administrative leave status until the effective date of his resignation.
 - d. that employment inquiries referred to the Director, ORGANIZATIONAL UNIT will be answered by provision of the attached letter. The responsibility for directing a requestor to contact the Director rests solely on the employee.

For the Agency

Date: _____

Employee Name

Date: _____

Employee Name Representative

Date: _____

Letterhead

Date

To whom it may concern or addressee,

EMPLOYEE NAME was employed as a POSITION TITLE, ORGANIZATIONAL UNIT from DATE until DATE. His performance was fully successful. He resigned for personal reasons. We wish him well in his future endeavors.

Sincerely,

Name

Director

ORGANIZATIONAL UNIT

Settlement/Resolution Agreement Worksheet

Employee Information	Name	
Contact Info		
Supervisor	Contact Info	
Position (Title Series Grade)		Job/Office Location
Describe employee's offense		
Resolution Option		
<input type="checkbox"/> Abeyance Agreement <input type="checkbox"/> Last-Chance Agreement <input type="checkbox"/> Alternative Discipline Agreement		
1. Admission of responsibility		
2. Employee promise to modify his/her behavior		
3. Identification of traditional disciplinary action being replaced		
4. Identification/description of alternative discipline selected		
5. Acknowledgement that agreement will be kept to support future disciplinary action		
6. Acknowledgement of disposition of the agreement at the end of a specific reckoning period		
7. Clause dealing with effect of violation e.g., effect suspension		
8. Notification of the possible penalty for a subsequent offense		
9. Waiver of appeal/grievance rights		
10. Statement that agreement was voluntary		
11. Dated Signatures of employee, management representative and employee		

representative
<input type="checkbox"/> Negotiated Separation Agreement
1. Parties to the Agreement
2. How Issue Arose (Background/Offense)
3. Entirety/Scope Provision
4. Employee Agreed Terms
5. Agency Agreed Terms
6. Disposition of Employee Records (SF50 or other OPF Record)
7. Maintenance of Agreement
8. Waiver Provision
9. Dated Signatures of employee management representative and employee representative
Enforcement Provision (if agreed)
Confidentiality Provision (if Agreed)
Handling of Employment Inquiries (if agreed)